

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11 Case No.
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LEHMAN BROTHERS HOLDINGS., INC.,	:	08-13555 (JMP)
	:	
Debtors.	:	
	:	
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**AFFIRMATION OF KAREN COVIELLO IN SUPPORT OF WENDY
UVINO'S OPPOSITION TO DEBTORS' 403rd OMNIBUS
OBJECTION TO CLAIMS (NO LIABILITY CLAIMS)**

Karen Coviello affirms under penalties of perjury as follows:

1. I was employed by Lehman Brothers Inc. ("LBI") from October 1979 to September 2008. My position at LBI was Senior Vice President, Employee Relations Specialist in the Human Resources Department. I submit this Affirmation in Support of Wendy Uvino's Opposition to the Debtors' 403rd Omnibus Objection to Claims, and I state these facts on personal knowledge developed during my time serving LBI in the capacity described above.

2. I was in the position of Employee Relations Specialist in the first half of September 2008, when LBI implemented a reduction in force (the "September 2008 RIF"). At the time the September 2008 RIF was announced, Anthony Collerton was a Managing Director in Human Resources and was Wendy Uvino's Direct Supervisor. In that capacity, it was Mr. Collerton's responsibility to tell Ms. Uvino that the September 2008 RIF applied to her. As an Employee Relations Specialist in the Human Resources Department, it was my responsibility to arrange for the documentation of Ms. Uvino's post-termination benefits.

3. At the time of the September 2008 RIF, LBI had in effect a Severance Plan, a true and correct copy of which is attached to Ms. Uvino's Affirmation. This Severance Plan applied

to all qualified U.S. employees, even though they may have been employed by another Lehman entity, such as LBI's parent Lehman Brothers Holdings Inc. ("LBHI"). The reason for this is that LBI was the employer of almost all employees of the Lehman Brothers companies in the U.S., as the principal U.S. operating company. The one exception of which I have personal knowledge of is Aurora Loan Services, Inc., a LBHI affiliate that, for historical reasons, was excluded from the Severance Plan.

4. Upon the communication of the September 2008 RIF, Ms. Uvino qualified for severance benefits under the Severance Plan. These severance benefits included, in her case, 42 weeks of Severance Pay (three weeks pay for each of her 14 years of service), 60 days "Notice Pay" under the federal Worker Adjustment & Retraining Notification Act, 29 U.S.C. § 2101, plus coverage under the Medical Insurance plan ("COBRA").

5. At the time of communication of the September 2008 RIF, LBI requested Ms. Uvino to commit to working for the company for another approximately 4 months, through year-end 2008. As an inducement to retain Ms. Uvino's services for that period, she was promised that she would get her severance benefits upon the end of that transitory period of employment.

6. In October 2008, approximately 3-4 weeks following LBI's Petition Date, Ms. Uvino's termination was completed by LBI. . My understanding is that Ms. Uvino qualified for the severance benefits described above at that time.

7. Ms. Uvino was one of two employees that were given notice of the September 2008 RIF and allowed to stay on an extended transition capacity. (All of the other notified employees were asked to leave LBI within a few weeks). Therefore, she was one of two employees not exited from the LBI on the day of notice and therefore not given a separation agreement to sign on that day. I was to prepare her separation agreement at a later date , and I did

not do so only because of the circumstances surrounding the bankruptcy petitions of LBHI and LBI.

Affirmed under penalties of perjury at New York, New York this 22nd day of April, 2013.

Karen Coviello